

# **Exhibit A**

(State Court Documents)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

CASE NO. 2024-CP-26-\_\_\_\_\_

Conway Medical Center,

Plaintiff,

-versus-

Brigh Health Company of South Carolina,

Defendants.

**SUMMONS  
(NON-JURY)**

**TO THE DEFENDANT ABOVE-NAMED:**

**YOU ARE HEREBY SUMMONED** and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your pleading to said Complaint upon the subscribers at 7741B Dorchester Road, 2<sup>nd</sup> Floor Suite, North Charleston, South Carolina, 28418; Post Office Box 62498, N. Charleston, South Carolina 29419, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer, appear, defend or otherwise move within the time aforesaid, Plaintiff will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.

**LADDAGA & GARRETT, P.A.**



Lawrence A. Laddaga, S.C. Bar #3101  
L. Dale Turner, S.C. Bar #104767  
7741B Dorchester Road, 2<sup>nd</sup> Floor Suite  
North Charleston, SC 29418  
Post Office Box 62498  
North Charleston, SC 29419  
Phone: (843) 207-5040  
Fax: (843) 207-5045  
*Attorneys for Plaintiff*

North Charleston, South Carolina

April 24, 2024.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

CASE NO. 2024-CP-26-\_\_\_\_\_

Conway Medical Center,

Plaintiff,

-versus-

Bright Health Company of South Carolina,

Defendants.

**COMPLAINT**  
(NON-JURY/BREACH OF CONTRACT)

The Plaintiff, complaining of the Defendant above-named, would respectfully allege and state as follows:

1. The Plaintiff, Conway Medical Center, is a health care delivery system having its principal place of business in Horry County, South Carolina, and is engaged in the provision of health care under applicable state laws and regulations.
2. Upon information and belief, the Defendant, Bright Health Company of South Carolina (hereinafter referred to as "Bright Health"), is an insurance company authorized to do business in the State of South Carolina.
3. This Honorable Court has jurisdiction over the parties to and the subject matter of this action.
4. Beginning on November 8, 2022, the Plaintiff provided medical services and supplies to patient G.H. while he was a patient at Conway Medical Center until his discharge on November 29, 2022.
5. Upon information and belief, G.H. is/was a member (Member ID: XXXXX8343) with Bright Health and is/was entitled to medical insurance benefits in accordance with the terms of his medical insurance benefits and coverage plan (hereinafter referred to as "the Plan").

6. During the course of the admission process, G.H. signed a form entitled "Consent and Conditions of Admission and Guaranty" which made a valid assignment of G.H.'s rights/benefits under the Plan to the Plaintiff.

7. During G.H.'s inpatient stay at the Conway Medical Center, the Plaintiff was unable to identify any medical insurance coverage for G.H. until December 8, 2022, when the Plaintiff became aware of G.H.'s medical insurance coverage and his rights/benefits under the Plan with the Defendant.

8. On December 8, 2022, the Plaintiff faxed a request to the Defendant for retro authorization of the medical services and supplies provided to G.H. by the Plaintiff.

9. On December 9, 2022, the Plaintiff submitted a claim for benefits to the Defendant in the amount of \$166,763.15 for the medical services and supplies provided to G.H. from November 8, 2022, until his discharge on November 29, 2022.

10. On February 7, 2023, the Defendant denied the claim for no preauthorization.

11. The Plaintiff appealed the denial by the Defendant, but, upon information and belief, the Defendant upheld the denial stating that they "cannot approve treatments at the out of network hospital".

**FOR A FIRST CAUSE OF ACTION**  
**(Breach of 42 U.S.C. §§ 300gg et. seq. ("No Surprises Act"))**

12. Each and every allegation in the Plaintiff's Complaint is realleged herein as if set forth verbatim.

13. The No Surprises Act was enacted on December 27, 2020, as part of the Consolidated Appropriations Act of 2021.

14. Under the No Surprises Act, the Defendant is required to cover emergency services provided to G.H. as "in-network" with no prior authorization.

15. By the Defendant denying the Plaintiff's claim for coverage of the emergency medical services and supplies provided to G.H. from November 8, 2022 until November 29, 2022 due to the Plaintiff being an "out of network hospital", the Plaintiff is informed and believes that the Defendant has violated the No Surprises Act.

**FOR A SECOND CAUSE OF ACTION**  
**(Breach of Contract/Assignment)**

16. Each and every allegation in the Plaintiff's Complaint is realleged herein as if set forth verbatim.

17. Under the Emergency Medical Treatment and Labor Act (hereinafter referred to as "EMTALA"), the Plaintiff is required to treat patients emergently, up to and including stabilization. Upon information and belief, G.H. was in an altered state upon admission and would not have been able to be transferred to an "in-network" hospital until he was stabilized. Upon information and belief, the Plaintiff was unable to stabilize G.H. until his discharge.

18. The Plaintiff is informed and believes the Defendant is obligated to pay for emergency medical care under the terms of their Plan policy, along with state and federal law.


19. It is the Plaintiff's position that the Defendant's decision to deny the claim for the medical services and supplies provided to G.H. was unreasonable and a breach of the terms of the Plan between G.H. and the Defendant.

20. As an assignee of a plan participant, the Plaintiff brings this action against the Defendant for a breach of contract to recover benefits due under the terms of the Plan for the medical services and supplies provided to G.H.

21. There is currently due and owing to the Plaintiff the amount of \$166,763.15 for the medical services and supplies provided to G.H.

**WHEREFORE**, the Plaintiff demands judgment against the above-named Defendant for \$166,763.15 and post-judgment interest, together with an order stating that the claim submitted by the Plaintiff for the services and goods provided to G.H. be paid in full by the Defendant, and for such other and further relief as this Court may deem just and proper.

**LADDAGA & GARRETT, P.A.**



---

Lawrence A. Laddaga, S.C. Bar #3101  
L. Dale Turner, S.C. Bar #104767  
7741B Dorchester Road, 2<sup>nd</sup> Floor Suite  
North Charleston, SC 29418  
Post Office Box 62498  
North Charleston, SC 29419  
Phone: (843) 207-5040  
Fax: (843) 207-5045  
*Attorneys for Plaintiff*

North Charleston, South Carolina

April 24, 2024.

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF HORRY             )     VERIFICATION OF ACCOUNT

PERSONALLY appeared before me Don Hale, who, being duly sworn, deposes and states that he is the Director of Patient Accounting at Conway Medical Center and as such he has been authorized to sign this verification of account stating that G.H. was treated at Conway Medical Center on November 8, 2022 through November 29, 2022, incurring bills for services totaling \$166,763.15, and that amount remains outstanding.



DON HALE  
DIRECTOR OF PATIENT ACCOUNTING  
CONWAY MEDICAL CENTER

SWORN to before me this  
10<sup>th</sup> day of May, 2024



Notary Public - South Carolina

My Commission Expires: 12/05/2024

